

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AMD Aviation Management Directorate
A&P airframe and power plant
APCO Association of Public-Safety Communications Officials
ASM Aviation Safety Manager
ASO Aviation Safety Office
ASTM American Society for Testing and Material
ATC air traffic control
CFR Code of Federal Regulations
CO Contracting Officer
COR Contracting Officer's Representative
COTR Contracting Officer's Technical Representative
CFR Code of Federal Regulations
CTCSS continuous tone coded squelch system
DM degrees/minutes/decimal minutes
DOI Department of Interior
DOT Department of Transportation
ELT emergency locator transmitter
EPA Environmental Protection Agency
ERG Emergency Response Guidebook
FAA Federal Aviation Administration
FAR Federal Acquisition Regulations
FS Forest Service
FTR Federal Travel Regulations
GVW gross vehicle weight
GPM gallons per minute
GPS global positioning system
HIGE hover-in-ground effect
HOGE hover-out-of-ground effect
IAT interagency aviation training
ICAO International Civil Aviation Organization
ICS intercom system
IFR instrument flight rules
IP Institute of Petroleum
MMSB Manufacturer's Mandatory Service Bulletins
NBC National Business Center
NFPA National Fire Protection Association
NTSB National Transportation Safety Board
NWCG National Wildfire Coordinating Group
PA public address system
PFD personal flotation device
PIC pilot-in-command
PPE personal protective equipment
PSD plastic sphere dispenser
PSI pounds per square inch
PTT push to talk
RFP Request for Proposals
RPM revolutions per minute
SFI Safety Foundation Incorporated
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures

TBO time between overhaul
TSO technical service order
UL Underwriter's Laboratory
USDA United States Department of Agriculture
VFR visual flight rules
VNE velocity never exceed
VOX voice activation
VSWR voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SERVICES

A1 Item Requirement

<u>ITEM</u>	<u>DESCRIPTION</u>
ITEM 1	AIR TACTICAL (ATT-1) AVIONICS TYPE 1
ITEM 2	AIR TACTICAL (ATT-2) AVIONICS TYPE 2
ITEM 3	AIR TACTICAL (ATT-3) AVIONICS TYPE 3

Aircraft Requirement: High or Low Wing, Single or Multi-Engine Airplane

Crew Requirement: Pilot-in-Command (PIC)

If Single Engine Airplane:

Minimum Aircraft Requirements:

1. Shall have a power loading of not more than 13.5 pounds per horse power.
2. Seating for pilot plus three passengers; passenger seating removable for cargo hauling.

If Multi-engine Airplane:

Minimum Aircraft Requirements:

1. Shall be capable of at least 200 horsepower; per engine; any engine developing less than 240 horsepower shall be turbo/super charged.
2. Seating for pilot plus three passengers; passenger seating removable for cargo hauling.
3. A positive single engine rate of climb when equipped for the contract and carrying a pilot weighing 200 pounds, one observer weighing 220 pounds, fuel for 4 hours plus a 30-minute reserve, at 5,000 feet pressure altitude @ ISA plus 30 degrees C.

The above minimum aircraft requirements will be confirmed by your submission of copies of aircraft flight manual excerpts, copies of STCs, performance charts as appropriate, or other substantiating documentation that demonstrates the aircraft offered meets the above requirements when you submit your proposal. (See Section D4.7 and the Aircraft Questionnaire submission requirement)

SECTION A - REQUIREMENTS AND PRICES

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SECTION A - REQUIREMENTS AND PRICES

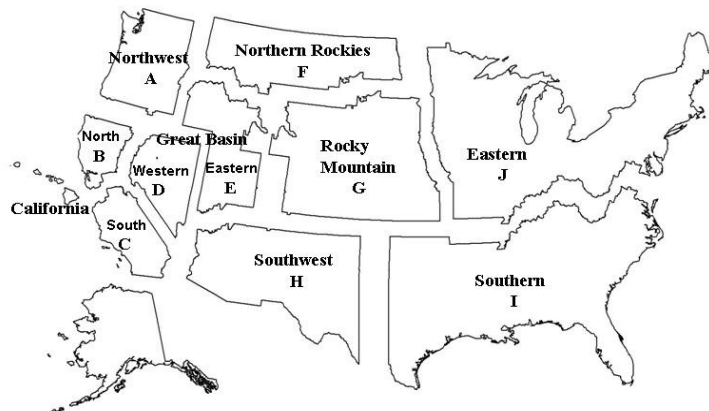
INSTRUCTIONS FOR COMPLETION OF THE FOLLOWING PRICING SCHEDULES

- Items are identified as:
Item 1: ATT-1 – Aircraft with air tactical avionics type 1 (see page 11)
Item 2: ATT-2 – Aircraft with air tactical avionics type 2 (see page 11)
Item 3: ATT-3 – Aircraft with air tactical avionics type 3 (see page 11)

Complete and submit only schedule pages (Item 1, 2 and/or 3) that correspond with aircraft that are being offered.

- Enter the offeror's name and operating base location. From the above map below, insert the alpha designator that corresponds to the OFFEROR'S OPERATING BASE LOCATION. (For purposes of this identification, we are not concerned about a particular aircraft's location, instead we wish to know where the principle base of operations has been established by the certificate holder submitting an offer.) Conflicts between the offerors principle base location and the alpha designator entered will be resolved by the Contracting Officer (CO) through discussions with the offeror. Any corrections needed will be included in the awarded contract. (Offerors that have more than one principle base of operations, may identify such locations for an item, however, a separate aircraft must be available at each location identified.

OFFEROR'S LOCATION IDENTIFIER MAP



This solicitation does not apply to Alaska and Hawaii.

- Enter the applicable make and model of the aircraft being offered along with a daily availability and flight rate for all years; 2008, 2009, and 2010. Pricing must be included for all years in order for the offer to be acceptable. Multiple aircraft of the same make and model and being offered at the same rate should be entered under the same aircraft item, A, B, or C. Enter individual FAA N number of the aircraft where identified AND check each box indicating available "Optional" equipment that is installed on the aircraft – if none, leave boxes blank. (The Government workload estimates identified in Section D11 will be applied to the availability and flight rates offered. The totals for availability and estimated flight for all years will be added together to arrive at the estimated evaluated price for each aircraft that is offered.)
- If additional space is required for other aircraft makes and models being offered, copy the applicable pricing item schedule page and make a pen and ink change to the aircraft item number and begin with Item E, etc. The conformed contract will reflect the appropriate aircraft item number.

SECTION A – REQUIREMENTS AND PRICING

ITEM 1 - ATT-1

*Check each optional equipment item that is applicable to the specific N number offered – leave boxes blank if not installed - If box is checked, the aircraft offered must include the equipment item

SEE DOI ATT AIRPLANE CONTRACT INFORMATION

OFFEROR'S NAME			OFFEROR OPERATING BASE LOCATION IDENTIFIER (see map under instructions)			
OFFEROR'S OPERATING BASE						
CONTRACT PERIOD: January 1, 2008 through December 31, 2008 (365 calendar days – C14 and C5.4)						
2008		2009		2010		
a.	b.	a.	b.	a.	b.	
DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	
AIRCRAFT ITEM NO.						
A	\$	\$	\$	\$	\$	
MAKE & MODEL						
FAA N NUMBER(S)	* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
B	\$	\$	\$	\$	\$	
MAKE & MODEL						
FAA N NUMBER(S)	* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
C	\$	\$	\$	\$	\$	
MAKE & MODEL						
FAA N NUMBER(S)	* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
D	\$	\$	\$	\$	\$	
MAKE & MODEL						
FAA N NUMBER(S)	* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP		* <input checked="" type="checkbox"/> AFF <input checked="" type="checkbox"/> TCAS, etc. <input checked="" type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	

ADDITIONAL PAY ITEMS		Pay Item Code	Quantity	Unit	Unit price	Extended Amount
1.c.	Extended Standby - Pilot	EP	INDEF	HOUR	\$ 45.00	INDEF
1.d.	Additional Pilot	SC	INDEF	DAILY	\$ 500.00	INDEF
1.e	Overnight Allowance	PD	Rates as established by the Federal Travel Regulations			
1.d.	Miscellaneous Costs	SC	Actual Allowable Cost			

CONFORMED CONTRACT – MODIFICATION 0001

CONTRACT NO. – SEE ATT CONTRACT INFORMATION 7

SOLICITATION NO. 8007-21

SECTION A – REQUIREMENTS AND PRICING

ITEM 2 - ATT-2

*Check each optional equipment item that is applicable to the specific N number offered – leave boxes blank if not installed

SEE DOI ATT AIRPLANE CONTRACT INFORMATION

OFFEROR'S NAME			OFFEROR OPERATING BASE LOCATION IDENTIFIER (see map under instructions)					
OFFEROR'S OPERATING BASE								
CONTRACT PERIOD: January 1, 2008 through December 31, 2008 (365 calendar days – C14 and C5.4)								
		2008		2009		2010		
		a.	b.	a.	b.	a.	b.	
AIRCRAFT ITEM NO.	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	
A	\$	\$	\$	\$	\$	\$	\$	
MAKE & MODEL								
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP
B	\$	\$	\$	\$	\$	\$	\$	
MAKE & MODEL								
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP
C	\$	\$	\$	\$	\$	\$	\$	
MAKE & MODEL								
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP
D	\$	\$	\$	\$	\$	\$	\$	
MAKE & MODEL								
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP

ADDITIONAL PAY ITEMS		Pay Item Code	Quantity	Unit	Unit price	Extended Amount
1.c.	Extended Standby - Pilot	EP	INDEF	HOUR	\$ 45.00	INDEF
1.d.	Additional Pilot	SC	INDEF	DAILY	\$ 500.00	INDEF
1.e	Overnight Allowance	PD	Rates as established by the Federal Travel Regulations			
1.d.	Miscellaneous Costs	SC	Actual Allowable Cost			

SECTION A – REQUIREMENTS AND PRICING

ITEM 3 - ATT-3

*Check each optional equipment item that is applicable to the specific N number offered – leave boxes blank if not installed

SEE DOI ATT AIRPLANE CONTRACT INFORMATION

OFFEROR'S NAME			OFFEROR OPERATING BASE LOCATION IDENTIFIER (see map under instructions)				
OFFEROR'S OPERATING BASE							
CONTRACT PERIOD: January 1, 2008 through December 31, 2008 (365 calendar days – C14 and C5.4)							
		2008		2009		2010	
		a.	b.	a.	b.	a.	b.
AIRCRAFT ITEM NO.	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	DAILY AVAILABILITY RATE (AV)	HOURLY FLIGHT RATE (FT)	
A	\$	\$	\$	\$	\$	\$	
MAKE & MODEL							
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
B	\$	\$	\$	\$	\$	\$	
MAKE & MODEL							
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
C	\$	\$	\$	\$	\$	\$	
MAKE & MODEL							
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	
D	\$	\$	\$	\$	\$	\$	
MAKE & MODEL							
FAA N NUMBER(S)	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	N	* <input type="checkbox"/> AFF <input type="checkbox"/> TCAS, etc. <input type="checkbox"/> IFR <input type="checkbox"/> GPS-DP	

ADDITIONAL PAY ITEMS		Pay Item Code	Quantity	Unit	Unit price	Extended Amount
1.c.	Extended Standby - Pilot	EP	INDEF	HOUR	\$ 45.00	INDEF
1.d.	Additional Pilot	SC	INDEF	DAILY	\$ 500.00	INDEF
1.e	Overnight Allowance	PD	Rates as established by the Federal Travel Regulations			
1.d.	Miscellaneous Costs	SC	Actual Allowable Cost			

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor-operated and maintained on call (OC) airplane flight services to transport personnel and/or cargo in support of Government missions in the Conterminous 48 States. There may be rare occasions where services would be required in Alaska. Contractor services include provisions of an airplane, pilot(s), fuel, aircraft maintenance support, and all other associated equipment, as prescribed in this solicitation. Mission activities may include, but are not limited to, air tactical operations, aerial fire reconnaissance and detection, law enforcement limited to non-threatening surveillance and reconnaissance, and other administrative and related resource activities. The Government will direct aircraft to support its missions and objectives.

B1.2 The Government and Contractor must establish an effective working relationship to complete this contract successfully. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B2 Certifications

The Contractor must obtain and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Federal Aviation Administration (FAA) Air Carrier Certificate or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., airplane, multiengine, visual flight rules (VFR), instrument flight rules (IFR), day/night, passengers, and cargo).

B2.2 The aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B2.3 The contract aircraft must have a Standard Airworthiness Certificate. Installation of any equipment required by this contract must be FAA approved.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such

resolution: (1) typed provisions of these specifications; (2) NBC AMD supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each contract aircraft throughout the performance period.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished aircraft and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks, except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

Any aircraft, provided for use under this contract must be equipped with items as shown below:

B6.1 A complete set of current aeronautical charts covering area of operations.

B6.2 Reserved

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Shoulder harness with automatic or manual-locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point, metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

SECTION B – TECHNICAL SPECIFICATIONS

B6.6 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with *National Fire Protection Association (NFPA) Manual 10, Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B6.7 Dual controls for initial pilot performance evaluation.

B6.8 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.9 A wing and tail strobe light system with an independent activating switch.

B6.10 High-visibility, pulsating, forward facing, conspicuity lighting.

B6.11 Reserved.

B6.12 Cabin heater and window defogger.

B6.13 Reserved

B6.14 A first aid kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights.

B6.15 A survival kit containing at least the items specified in the First Aid and Survival Kits Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance calculations.

B6.16 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tie down in cabin and baggage compartment area.

B7 Avionics Requirements

B7.1 General – applicable to all aircraft.

B7.1.1 The Contractor must provide, install, and maintain the systems as shown in the following chart in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from DOI NBC- Aviation Management Avionics, or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics Installation and Maintenance Standards – applicable to all aircraft.

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and

Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

Intentionally left blank – avionics continue on next page

SECTION B – TECHNICAL SPECIFICATIONS

THE CHART BELOW SUMMARIZES AVIONICS APPLICABILITY TO AIR TACTICAL TYPE 1, 2 AND 3 AIRCRAFT. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE MINIMUM AND REQUIRED DETAILS SPECIFIED FOR EACH TYPE (1,2, 3) AS EXPLAINED IN THE TEXT IMMEDIATELY FOLLOWING THE SUMMARY CHART – (Items identified with ‘X’ are required for the air tactical type aircraft. Items identified as optional are not required, but are desirable; see B7.8))

EQUIPMENT	SEE SECTION	AIR TACTICAL TYPE		
		1	2	3
ELT MEETING TSO-C91a or TSO-C126	B7.3.1	X	X	X
VHF-AM AERONAUTICAL RADIO(S)	B7.3.2	X - 2 ea.	X - 2 ea.	X - 2 ea.
VHF-FM AERONAUTICAL RADIO(S)	B7.3.3	X - 2 ea.	X - 1 ea.	X - 1 ea.
AUX-FM RADIO PROVISIONS	B7.3.4	X - 1 ea.	X - 1 ea.	
PANEL-MOUNT TYPE GPS	B7.4.1	X	X	
PORTABLE GPS (SECURELY MOUNTED)	B7.4.2			X
DUAL AUDIO SYSTEMS/AFT XMIT/4X ICS	B7.5	X	X	
SINGLE AUDIO SYSTEM//2X ICS	B7.6			X
TRANSPONDER	B7.7.1	X	X	X
AUTOMATED FLIGHT FOLLOWING	B7.8.1	X	Optional	Optional
TCAS/TCAD/TAS	B7.8.2	X	Optional	Optional
IFR EQUIPMENT (IFR operations limited to multi-engine or single turbine engine only)	B7.8.3	X	Optional	Optional
GPS DATA PORT (GPS-DP) CONNECTOR	B7.8.4	Optional	Optional	Optional

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the requirements of 14 CFR Part 91.207 (excluding section f.). It must be installed in a conspicuous or marked location.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, with at least one of the two units having a minimum of 760 channels covering 118.000 to 136.975 MHz and the other with a minimum of 720 channels covering the frequency range of 118.000 to 135.975 MHz, both with channels selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. Each transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot.

B7.3.3 Each required VHF-FM multi-mode aeronautical transceiver(s) (FM-1/FM-2), must provide selection of both narrowband (12.5 kHz) and wideband (25.0 kHz) bandwidth operation on each channel. All frequencies must be used in the analog narrowband mode, unless the Government notifies the Contractor otherwise on a specific incident/project.

B7.3.3.1 Each transceiver's operational frequency range must include the band of 150 to 174 MHz. The operator must be

able to program any usable channels within that band while in flight.

B7.3.3.2 Each transceiver's carrier output power must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, and must provide both receiver and transmitter activation indicators for main and guard. Simultaneous monitoring of both main (150-174 MHz) and guard (168.625 MHz) receivers is required. Single bandwidth guard receivers which operate in the wideband (25.0 kHz) mode are acceptable through December 31, 2009. Scanning of the guard frequency is not acceptable. The transceiver's/encoder's operational controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.3 Continuous Tone-Controlled Squelch System(s) (CTCSS) sub-audible tone encoder (which may be integral parts of each transceiver), with the lowest 32 TIA/EIA-603 standard tone frequencies (from 67.0 to 203.5 Hz, less 69.3 Hz) being selectable, must be interfaced to the above transceiver(s).

B7.3.3.4 Prior to performance under this contract, the transceiver/encoder system(s) must be programmed with Guard transmit and receive frequencies of 168.625 MHz, and a 110.9 Hz CTCSS tone on transmit only. These values must remain programmed for the duration of performance under this contract. The Guard channel must be constantly

SECTION B – TECHNICAL SPECIFICATIONS

monitored prior to initial arrival on, during, and after departure from any Government project or incident.

B7.3.3.5 The following models of VHF-FM aeronautical transceivers are known to meet the above requirements, and are acceptable until December 31, 2009:

Eureka Radio ERS-96000NB w/external tone encoder
NAT (Northern Airborne Technology) NPX-136D (P-25 digital)
NAT (Northern Airborne Technology) NPX-138N-050
NAT(Northern Airborne Technology) NPX-138N-070
NAT(Northern Airborne Technology) NTX-138-050
Technisronics TFM-138 (serial number 1540 and up)
Technisronics TFM-138B/C/D, TFM-500 (all)
Technisronics TDFM-136 (P-25 digital) (all)
Wulfsberg RT-5000/C-5000 with Guard option
Wulfsberg RT-9600N w/C-962A control head

Bendix-King/BK Radio model KFM-985 multi-mode transceivers do not meet the referenced requirements.

(a) Any “digital” aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this contract through December 31, 2009, must also be Association of Public-Safety Communications Officials (APCO) Project 25 (EIA/TIA-102) compliant.

(b) Effective January 1, 2010, only “digital” VHF-FM radios which are APCO Project 25 (EIA/TIA-102) compliant will be acceptable on this contract. The following models of VHF-FM aeronautical transceivers are known to meet those requirements:

NAT (Northern Airborne Technology) NPX-136D (P-25 digital)
Technisronics TDFM-136 (P-25 digital)

B7.3.4 Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

B7.3.4.1 An interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface must consist of the appropriate wiring from the audio control system, terminated in an ITT/Cannon type MS3112E12-10S 10-pin connector conveniently located for use by the observer/copilot, and utilizing the contact assignments as specified by the FS/AMD Drawing A-17 Exhibit.

B7.3.4.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector (type UG-290A), conveniently located for use by the observer/copilot adjacent to the above 10-pin connector (Comant model CI-177 or equal).

B7.3.4.3 Mounting facilities for securely installing the auxiliary VHF-FM portable radio in the cockpit in accordance with the FAA AC 43.13-2A specifications. Locate and arrange the mounting facilities so that a seated observer/copilot has full and unrestricted movement of the radio's controls, without interference from the 18-inch adapter cable, clothing, cockpit structure, or flight controls.

B7.3.4.4 Positive-polarity microphone excitation voltage provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor must be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM must also be provided (NAT model AA34-300, Premier model PA-34, or equivalent).

B7.3.4.5 In lieu of the above AUX-FM requirements, the Contractor may substitute one VHF-FM aeronautical transceiver (FM-2 or FM-3) which meets the requirements (less guard) for the VHF-FM aeronautical transceivers (FM-1/FM-2), as detailed above.

B7.4 Navigational Systems

B7.4.1 (ATT-1, ATT-2) One permanently installed, panel-mounted Global Positioning System (GPS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA approved (or approval pending). Handheld and/or marine type equipment is not acceptable.

B7.4.2 (Acceptable for ATT-3 only) A portable Global Positioning System (GPS) unit, located conveniently for the pilot, using aircraft power, with an antenna mounted separately from the GPS receiver. The GPS unit must have the ability for manual entry of waypoints in flight. The GPS receiver and antenna must be securely mounted while in flight. A panel-mounted type GPS, meeting the requirements of B7.4.1 above, is also acceptable in ATT-3 aircraft.

B7.5 Dual Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) must be provided for the pilot and ATGS/copilot, in a location convenient to both. Each system must provide pilot and ATGS/copilot with separate controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios and PA systems. Each system must also provide pilot and ATGS/copilot with separate controls for adjustment of both the intercommunications system (ICS) and the receiver audio output levels.

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B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for the microphone/PTT inputs of both pilot and ATGS/copilot. The system must be configured so that the pilot and ATGS/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. One aft seat position must be equipped for an ATGS instructor to utilize the transmit function and monitor the receivers as selected by the ATGS/copilot. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and ATGS/co-pilot selection of audio from one or any combination of available receivers. The ATGS instructor and one other aft seat passenger positions must monitor the receiver(s) as selected by the ATGS/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The controls of the audio system(s) must be located and arranged so that both the pilot and ATGS/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An ICS must be provided for the pilot, ATGS/copilot, the aft seat ATGS instructor, and one other aft seat passenger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via voice activation [VOX], must be provided for each position above. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic typeM-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

B7.5.3.1 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

B7.5.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot, ATGS/copilot, and aft seat ATGS instructor positions. The pilot's PTT switch must be mounted on the control yoke. The PTT switches for the ATGS/copilot and ATGS instructor positions must be mounted on the cord to the headset/microphone connector, or otherwise conveniently located for use, however, PTT switches for the ATGS/copilot, other than those mounted on the flight controls must be furnished.

B7.6 Single Audio System

B7.6.1 One audio control system, with two sets of JJ-033/JJ-034 headset jacks, shall be provided in a location convenient for use by the pilot and copilot/ATGS. The system shall provide pilot and copilot/ATGS with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for all installed radios. Transmitter sidetone audio shall be provided for the operator(s). The system shall also provide controls for adjustment of both ICS and receiver audio output levels. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.6.2 An ICS must be provided for the pilot and ATGS/copilot. An ICS audio level control must be provided. ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via voice activation [VOX], must be provided for each position above. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.6.3 Earphones, microphones, PTT's, and jacks designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic typeM-87/AIC with CE-100 TR preamplifier, or equivalent) must be furnished at all required positions.

B7.6.3.1 J-033 and J-034 type connector jacks must be provided at all required positions in the aircraft to accept the PJ-055B and PJ-068 type connector plugs as utilized with the headset/ microphone.

B7.6.3.2 Separate PTT switches must be provided for radio transmitter microphone operation at the pilot and ATGS/copilot positions. The pilot's PTT switch must be mounted on the control yoke. The PTT switches for the ATGS/copilot position must be mounted on the cord to the headset/microphone connector, or otherwise conveniently located for use, however, PTT switches for the ATGS/copilot, other than those mounted on the flight controls must be furnished.

B7.7 Other Required Avionics

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B7.7.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215 (a) and (b).

B7.8 “Optional” Avionics Systems

Although not required for aircraft acceptance under this contract, those systems identified as “optional” in the chart preceding Section B7.3 above are highly desired and may be items that will be considered during ordering by the Government to enhance operations. If offered and identified as available in the Schedule of Items, any such systems shall remain requirements throughout the contract period.

B7.8.1 One Automated Flight Following (AFF) system compatible with the Government’s AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker’s requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker’s current compatibility requirements refer to <https://www.aff.gov>.

B7.8.1.1 The AFF system must be powered by the aircraft’s electrical system, installed per the manufacturer’s installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government’s Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.8.1.2 AFF communications must be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers’ AFF equipment communication links will operate effectively in all geographic areas.

B7.8.1.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment

into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.8.1.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.

B7.8.1.5 Prior to the aircraft’s annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD. When the aircraft passes the operational check, an aircraft logbook entry must be made.

B7.8.1.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B7.8.2 The aircraft must be equipped with an FAA Technical Standard Order (TSO) approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antenna(s) mounted on the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least seven nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft’s audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

B7.8.2.1 The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturers installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system’s manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does

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not permit the system to be inoperable for a period exceeding 15 days.

B7.8.2.3 The following systems are known to meet the above requirements:

TCAS: Any TSO'd system which provides a range selection of 2 nautical miles or less.

TAS: Bendix-King KTA 870, Goodrich Skywatch HP

TCAD: Avidyne TAS600 (formerly Ryan International TCAD 9900BX) only when a separate, approved Multifunction Display (MFD) is used to display threat aircraft data.

B7.8.3 IFR Equipment. Multi-engine or single turbine-engine ATT-1 aircraft which meet the appropriate 14 CFR 135 requirements for Single Pilot IFR operations.

B7.8.4 A GPS data port (GPS-DP) connector installed for the purposes of external data retrieval by a GIS laptop computer from the above GPS. The connector must be a DB-9F type D sub-connector, must be wired for RS-232C serial format for laptop computers (pin 2=transmit data, pin 3=receive data [if applicable], and pin 5=ground) and must be mounted in a location convenient to the front seat observer.

B8 Reserved

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance. See B10.2.6

B10 Pilot Qualifications

B10.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B10.2 Minimum Qualifications.

The Contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 An FAA commercial pilot certificate or higher with airplane single-engine and/or multi-engine instrument ratings.

B10.2.2 A minimum of a current second-class medical certificate issued in accordance with 14 CFR Part 67.

B10.2.3 A current FAA competency check completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft including single pilot IFR.

B10.2.4 Proficient operation of all equipment identified in Section B (e.g., aircraft and FM radios, GPS). The agencies may require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.5 The Contractor must complete and submit an Airplane Pilot Qualifications and Approval experience resume form (Government provided before inspection) for each pilot offered for inspection and approval. The resume must include the names and pilot addresses of past employers, substantiation of related type and typical terrain flying, and any and all accidents involving aircraft.

B10.2.6 For a pilot that has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, FS, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI, NBC-Aviation Management.

B10.2.7 Pilots must have logged minimum flying time as pilot-in-command (PIC) as follows:

(a)	1,500 hours...total pilot time.
(b)	1,200 hours...PIC in airplanes.
(c)	200 hours...category and class to be flown.
(d)	100 hours...night flying to include the recent flight experience requirements of FAR 61.57(d). Multi-Engine and Single-Engine Turbine only.
(e)	75 hours... actual or simulated instrument flight time (including 50 hours in flight).
(f)	500 hours... cross-country.
(g)	200 hours... over typical (hazardous/mountainous) terrain and landing facilities.
(h)	Reserved.
(i)	25 hours...total time in make, model,

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and series of aircraft to be used.
(j) 100 hours...total time in class, preceding 12 months.

B11 Personnel Duty Limitations

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12 Flight Crewmembers Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. Duty includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR Part 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B12.2.3 Flight crewmembers must be limited to the following restrictions that fall within their duty hour limitations:

B12.2.3.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.3.2 When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin. Maximum cumulative flight time

shall not exceed 42 hours during any consecutive 6-day period.

B12.3 During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis.

B13 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo.

The contract pilot:

B13.1 Must comply with Government directions except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing that is considered hazardous or unsafe.

B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B13.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B13.4 Must perform takeoff performance calculations which include:

- a. Takeoff distance required vs. runway available.
- b. Climb performance to include single engine if operating a multi-engine aircraft.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the Aircraft Flight Manual (AFM) or Pilot's Operating Handbook (POH).

B13.5 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B13.6 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B13.6.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B13.6.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All

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time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B13.6.3 The pilot will not accomplish scheduled maintenance, such as 100-hour or phase inspections.

B14 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA operations specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the CO. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B14.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the appropriate dispatch office. Manifest changes must be made with that office.

B14.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter
- b. First aid/survival kits
- c. Personal protective equipment
- d. Battery switch location
- e. Fuel cut off location

B14.3 The pilot must brief the occupant of a pilot position to remain clear of the flight controls at all times.

B14.4 Day/night use. Both day and night flight may be required by this contract.

B14.4.1 Night/IFR Operations. Only multi-engine and single engine turbine aircraft are approved for transporting passengers at night or in instrument meteorology conditions. Pilots flying night missions shall not land at an airport unless it meets Federal Aviation Administration (FAA) airport lighting standards.

B14.5 Flight plans. Pilots must file and operate on a FAA, International Civil Aviation Organization (ICAO), or agency approved flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible

B14.6 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the agency approved procedures.

B14.7 Smoking will not be allowed in the aircraft.

B14.8 The pilot must remain at the flight controls while the engine(s) are running.

B14.8.1 Prior to passenger or cargo loading/unloading, all engines shall be shut down, and all propellers shall have ceased rotation.

B15 Security of Aircraft and Equipment

The Contractor is responsible for the security of their contract aircraft, vehicles, and associated equipment at all times.

B15.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use or designed to secure an aircraft to the ground is acceptable provided the devices are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B15.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner that precludes their inadvertent interference with in-flight operations.

B15.1.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following example locking devices and methods:

Keyed magneto
Keyed starter switch
Keyed master power switch
Hidden battery cutoff switches
Hidden start relay switches
Throttle/power lever lock
Mixture/fuel lever lock
Locking fuel cutoff
Locking tiedown cable

Unacceptable locking devices and methods are:

Locking aircraft doors
Fenced or gated parking area

B16 Clothing Attire for Flight Operations

The Contractor must provide and require their personnel to wear the following minimum clothing during flight operations:

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B16.1 Leather shoes or boots.

B16.2 Full length cotton or nomex pants or flight suit.

B17 Exemption for Transportation of Hazardous Materials

The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, DOT exemption DOT-SP-9198, and the *USFS/DOI Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B17.1 A copy of the current exemption, handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials.

B17.2 The Contractor must ensure that each employee who may perform a function subject to this DOT exemption receives required training that can only be satisfied by completing Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT exemption and the DOI handbook/guide are available online at <http://www.gov/amd>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B18 Fuel and Servicing Requirements

B18.1 General

B18.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL). The Contractor must keep the fuel delivery ticket through the contract period.

B18.1.2 Compliance with fuel quality control requirements is the responsibility of the Contractor. NFPA 407 shall be followed for Aircraft Fuel Servicing.

B18.1.3 The fuel must pass through a filtering system designed for aviation fuel for the type of fuel being dispensed.

B18.2 Operations. The Contractor must ensure that:

B18.2.1 Government personnel are not on board the aircraft during refueling operations.

B18.2.2 Government personnel are not involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B18.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B18.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

AIRCRAFT MAINTENANCE REQUIREMENTS

B19 General - Maintenance

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B20 Airworthiness Directives (ADs) and Manufacturers Mandatory Service Bulletins (MMSBs)

B20.1 The Contractor must comply with MMSBs and FAA ADs before and during contract performance.

B20.2 The Contractor must provide and make available a list of FAA ADs applicable to the contract aircraft in a format similar to that in Appendix 1 of AC43-9 as revised.

B21 Manuals/Records

B21.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B21.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's procedures manuals as outlined in 14 CFR Part 135.21 along with any revisions made during the contract period.

B21.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate FARs or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B22 Maintenance

B22.1 All maintenance including inspection, rebuilding, alteration, and installation must be accomplished by a person

SECTION B – TECHNICAL SPECIFICATIONS

authorized to perform maintenance in accordance with 14 CFR Part 43.

B22.2 The Contractor must ensure that the contract aircraft are inspected in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B22.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

B23 Maintenance Test Flight

B23.1 The Contractor must, at their own expense, perform a functional maintenance check flight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B23.2 The Contractor must immediately notify the COTR of any change to any engine, propeller, flight control, or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B24 Time Between Overhaul (TBO) and Life-Limited Parts

B24.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B24.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B24.3 The Contractor must supply at the time of the initial agency inspection a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B25 Weight and Balance

B25.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract or renewal period and following any major repair, major alteration, or change to the equipment list which significantly affects the center of gravity of the aircraft.

B25.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B25.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items that may be easily removed or installed for aircraft configuration changes (seats, radios, special mission equipment, etc.) must also be listed including the name, the weight, and the arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B26 Turbine Engine Power Assurance Checks (Turbine Engine Aircraft Only)

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the flight manual (Pilot's Operating Handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2007) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

SECTION C – CONTRACT TERMS AND CONDITIONS

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the

Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

SECTION C – CONTRACT TERMS AND CONDITIONS

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (52.212-5 SEPT 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (SEPT 2007) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10) (i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (12) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

☒ (15) 52.219-28, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2)).

☒ (16) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

☐ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☐ (23)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

☒ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

☐ (ii) Alternate I (AUG 2007) of 52.222-50

☐ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (26) 52.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

☐ (27)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (AUG 2007) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (28) 52.225-5, Trade Agreements (AUG 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (29) 52.225-13, Restriction on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

☐ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (AUG 2006) (42 U.S.C. 5150)

☐ (32) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (33) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (34) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☒ (35) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (36) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (37) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (38)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (JULY 2005)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial

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items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3 Inspection/Acceptance (52.212-4(a)), the following is added:

C3.1 Inspection Scheduling and Process

C3.1.1 After either contract award or renewal, the COTR will schedule an initial inspection of the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. This inspections is expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's vicinity. Contractors who have not been inspected, but are requested for use should immediately contact the COTR to schedule an inspection. Failure to contact the COTR may result in the use of a different Contractor. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government at a mutually agreeable time.

The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will normally confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.1.3 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.1.4 Approved aircraft and pilots will be issued an Interagency Aircraft Data Card and Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized to conduct.

C3.1.4.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.1.4.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.1.4.3 Aircraft that are provided by the Contractor to the Government that have not been approved and carded for use under this contract will result in nonpayment of services under the terms of this contract. Invoices will be returned to the Contractor.

C3.1.5 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.1.6 Failure to have an aircraft and pilot approved that is not a result of Government delays or to have an aircraft available throughout the life of the contract as originally offered may result in exclusion from order consideration, no exercise of the option for an additional year, and/or contract termination for cause.

C3.2 Equipment

C3.2.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.3 Personnel

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C3.3.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.3.2 The COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, takeoff performance calculations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.3.2.1 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that would be expected to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.3.3.2 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.3.3 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Resource reconnaissance
Fire reconnaissance
Air tactical group supervision

C3.4 Additional aircraft and/or pilots shall be inspected as set forth herein and as described below.

C3.4.1 Aircraft of the same make and model identified in this contract, as awarded, and/or pilots may be added at the Contractor's request after the completion of the initial inspection(s) and upon the Contractor's agreement to payment of reinspection expenses as provided in C3.5

below. It will be at the Government's discretion to add additional aircraft.

C3.4.2 Aircraft of the same make and model identified in this contract, as awarded, and/or pilots added at the Government's request, shall be inspected at no charge to the Contractor.

C3.4.3 Inspection of additional aircraft and/or pilots shall be at a mutually agreeable location and time as scheduled with the COTR's office.

C3.5 Reinspection Expenses

C3.5.1 The Contractor will be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C4 Personal Identity Verification of Contractor Personnel (52.204-9 NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C4.1 Contractor Personnel Security Requirements

C4.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C4.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees may be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility.

SECTION C – CONTRACT TERMS AND CONDITIONS

C5 Additional Acquisition Regulation (FAR) Clauses

C5.1 Ordering (52.216-18, October 1995)

Clause is incorporated by reference except paragraph (a) fill-in dates shall read January 1, 2008 through December 31, 2008 and if renewed January 1, 2009 through December 31, 2009.

C5.2 Requirements (52.216-21, OCT 1995), Alternate I (APR 1984)

Clause is incorporated by reference except paragraph (f) fill-in date shall read December 31 of 2007 and if renewed December 31, 2008.

C5.3 Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C5.4 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three years**.

C5.5 Availability of Funds (52.232-18 APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C5.6 Availability of Funds (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of each year, as applicable. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of each year, as applicable, until funds are made available to the Contracting Officer for performance and until the Contractor received notice of availability, to be confirmed in writing by the Contracting Officer.

C6 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C7 Authority of Government Representatives

C7.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO is authorized under any circumstances to:**

C7.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

C7.1.2 Obligate in any way the payment of money by the Government.

C7.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C7.1.4 Terminate, for any cause, the Contractor's right to proceed.

C7.2 Contracting Officer's Technical Representative (COTR)

C7.3 The COTR is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections. The COTRs for this contract are:

Mr. Steve Smith (for Contractors located in the Aviation Management West Regional Office geographical area, see map below)

DOI – Aviation Management
West Regional Office
960 Broadway Avenue, Suite 300
Boise, Idaho 83705

Phone: 208-334-9310

Fax: 208-334-9303

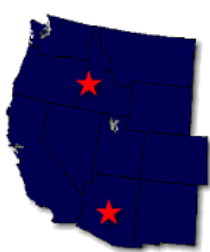
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Mr. Stew Walker (for Contractors located in the Aviation Management East Regional Office geographical area – see map below)

DOI – Aviation Management
East Area Office
3190 NE Expressway, Suite 110
Atlanta, Georgia 30341-5323

Phone: 770-458-7474

Fax: 770-458-6677



WEST REGIONAL



EAST REGIONAL

C7.4 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Robert Galloway
DOI – Aviation Management
300 E. Mallard Drive, Suite 200
Boise, ID 83706-3991

Phone: 208-433-5071

Fax: 208-433-5007

C7.5 An Air Tactical Group Supervisor (ATGS) will be assigned to each aircraft that is supporting fire incident missions. The ATGS is assigned the following duties:

- (1) Direct the specific flight requirements as required to support an incident.
- (2) Conduct pre-use inspection in accordance with government established protocol. (If a pre-use inspection reveals equipment problems the ATGS will contact the appropriate AM Regional Office and consult with an AM technical specialist)
- (3) Monitor services provided under the contract for conformance with contract requirements.
- (4) Initiate and sign correspondence and other contract administrative documents over the title of ATGS.
- (5) Ensure aircraft availability and flight time is accurately recorded on prescribed forms and is agreeable to the amounts entered.
- (6) Approve breaks during daily operations.
- (7) Suspend operations for safety concerns or non-conformance of the contract.

- (8) Complete Contractor performance evaluations at the end of an order and submit to CO.

ADMINISTRATIVE MATTERS

C8 Personnel Conduct

C8.1 Replacement of Contractor Personnel

C8.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. A copy of such rules will be available from the Government on-site representative. The Contractor may be required to replace employees who do not comply with Government facility rules of conduct.

C8.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C8.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C8.2 Suspension of Pilot

C8.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C8.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C8.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C8.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot

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Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C9 Safety and Accident Prevention

C9.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C9.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C9.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C9.3 The Contractor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of contract performance.

C9.3.1 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C10 Mishaps

C10.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C10.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C10.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C10.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C10.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C10.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C10.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C10.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C10.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C10.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C10.3 Forms Submission

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 610.1/2 "Pilot/Operator Aircraft Accident Report".

C10.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 610.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

C10.4 Pilot Suspension

See Suspension of Pilot clause above.

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C10.5 Preservation Requirements

C10.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C10.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C10.6 Mishap Investigations

C10.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C10.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C10.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C10.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C11 Federal Airport and Airway Excise Taxes

Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

C11.1 Fuel Tax. Fuel tax is applicable, and this contract requires Contractor-furnished fuel. The Contractor is

responsible for paying the fuel tax and including such taxes in their bid price.

C11.2 Transportation Tax. If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the Contractor must add the tax to their invoice for payment as a separate item; and the Government will reimburse the Contractor for the amount of such taxes.

C12 Economic Price Adjustment - Fuel

C12.1 During the contract period, including any renewal, the hourly flight rate(s) may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel. The CO will conduct a fuel survey of the fuel source locations identified in Section A approximately March 1st and July 1st during the contract period.

C12.2 Prices for fuel will be obtained from <http://www.airnav.com/fuel> or by telephone and are the full service (FS) price(s) quoted as guaranteed or current within seven days of the adjustment dates above. Any price not current will be obtained by direct contact with the fuel source location.

C12.3 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C12.4 **Base Price.** An initial base price for jet fuel and 100 LL aviation gasoline is established at the approximate time of solicitation issuance. The initial base price for jet fuel and 100LL aviation gasoline is the average commercial price that was computed from the identified sources in Section A. **The base prices for fuel are identified in Section A, Requirements and Prices.**

C12.5 **Reference Price.** The reference price(s) will be the average commercial fuel prices in effect at the time of economic price adjustment. The reference prices will be obtained from the same sources used to establish the base prices. The reference price(s) will become the base price(s) for subsequent adjustments.

C12.6 **Flight Rate Adjustment.** Provided variation in the average price per gallon for fuel from all fuel sources is 10 percent more per gallon from the base price(s) previously established, the CO will make an adjustment to the hourly flight rates as follows: Adjustment to the hourly flight rate(s) offered is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Fixed Wing Fuel Consumption Chart Exhibit. For any aircraft make and model offered, but not specifically identified in the Exhibit, the consumption rate will be determined by grouping the aircraft with the most similar aircraft make and model as determined

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by the COTR's office. Information will be made available to the Contractor when requested.

C12.6.1 The CO will provide notification to all Contractors of hourly flight rates that are adjusted as a result of this clause. Any adjusted prices will apply to flight time occurring March 15th and after, and then July 15th and after, until the next adjustment is made, if applicable.

C12.7 Fuel price adjustments will be accomplished by the CO.

C13. Additional Aircraft After Contract Award

After contract award, the Contractor may request that the CO add additional aircraft of the same make and model identified in this contract, as awarded. It is at the Government's discretion whether aircraft will be added. Additional aircraft added shall be paid at the same prices as the original identical make and model aircraft offered. See C3.4 for inspection.

CONTRACT PERIOD

C14 Contract Period

C14.1 The contract period will be from the date of award through December 31, 2008 for the first year and if renewed, January 1, 2009/2010 through December 31, 2009/2010 .

C14.2 No use shall occur until the Contractor's equipment and personnel have been inspected and approved as set forth elsewhere in this contract. No adjustment will be made to the start and/or end dates specified above as a result of the actual inspection and approval or work dates.

C14.3 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C14.4 Aircraft furnished for accepted orders will be subject to the exclusive use and control of the Government 24 hours per day, seven days per week for the period of use until released.

ORDERS FOR SERVICE

C15 General Order Information

C15.1 As the need for services become known, orders will be placed with the Contractors conforming to the Government's requirements for aircraft services. The Government does not guarantee the placement of any orders for use under this contract and is obligated only to the extent of authorized orders actually placed. The Contractor is not obligated to accept any order(s), but will be obligated to perform upon acceptance of an order.

C15.2 An individual order and/or the aggregate of all orders is limited to a total of \$5.5 million for the base and option years.

C16 Authorized Ordering Activities

C16.1 Orders may be placed only by offices authorized to place orders as defined herein. The Government utilizes a semi-formal ordering protocol, supported by the issuance of a resource order number, for fire and non-fire emergency incidents. Orders would normally be placed by an ordering official within a Federal Government Dispatch Office. Orders may be received from any of the following, but generally begins first with a:

- 1) local federal dispatch office; then from a
- 2) Geographic Area Coordination Center (GACC) (a GACC is a focal point for coordinating the mobilization of resources for incidents throughout their Geographic Area); then from
- 3) the National Interagency Coordination Center (NICC) located at Boise, Idaho.
- 4) Orders for project work may be placed by the Aviation Management, Flight Coordination Center (FCC) Specialists located in the Boise, Idaho and Atlanta, Georgia Regional Offices or the Contracting Officer at any time.

C16.2 Orders accepted by the Contractor from a source not identified herein, may result in nonpayment of service.

C17 Orders for Services

C17.1 Government orders will be placed based upon a best value basis normally using aircraft capability based upon mission factors, Contractor location and availability, a record of satisfactory order past performance and estimated cost for the Government's projected period of need. The Government's urgency in acquiring services may be the selection factor in emergency situations and override any other criteria identified above. An order may be made orally or electronically, but will be confirmed in writing by a Government resource order/documentation and may include, but is not limited to the following type of information:

Contract number
Contractor name
Order number
Name and telephone number of Contractor representative accepting the order
Ordered aircraft by FAA N-number
Date(s) of need
Flight point origin/destination
Flight description
Flight following arrangements
Agency radio frequencies to be utilized
Known flight hazards
Estimated order cost

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C17.2 The Contractor is responsible for obtaining the 1) full name, 2) telephone number, 3) bureau, 4) office location of the individual placing each order accepted, and 5) resource/order number when provided. Attaching the Government resource order form will satisfy the above information. The Contractor is responsible for including or attaching the above information to the invoice(s) (AMD-23 forms if elected) submitted for payment. Invoices received without this information will be returned to the Contractor for resubmission with the above information.

C18 Point of Hire

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order and confirmed on the Government resource order/documentation.

C19 Government Cancellations

C19.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include the original Agency Resource Order Number. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C19.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C19.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C19.2.2 After Contractor's departure to work location: Flight time (only) necessary to return aircraft to the Contractor's operating base. (Outbound and return flight) (No availability, subsistence, or other miscellaneous items not directly incurred as a result of flight time incurred)

C19.2.3 Claims for cancellation charges shall be submitted by the Contractor to the ordering office, along with a copy of the cancellation notice. The ordering office will forward to the designated billing office for payment.

AVAILABILITY REQUIREMENTS

C20 Availability Requirements

C20.1 During any ordered period of use, the Contractor must be in compliance with all contract requirements and be available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C20.2 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first nine hours of service. Ordered standby cannot exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C21 Relief Pilot Availability

C21.1 A relief pilot(s) is not required.

C21.2 The Contractor may provide a relief pilot(s) for mandatory days off, when requested by the Government. (See Daily Availability and Transportation of relief pilot(s)).

C21.2.1 Any relief pilot provided needs to arrive at the work site in advance of the scheduled duty period to ensure compliance with rest periods as provided under Section B.

C22 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C22.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C22.2 **Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available.

C23 Maintenance During Government Orders

C23.1 The ordering unit's field representative may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Government may require the Contractor to resume service within 60 minutes or any other agreed upon

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time period. Failure to resume service would result in unavailability status.

C23.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the Government operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the Government, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C24 Unavailability and Damages

C24.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government during accepted orders. Unavailability status will continue until the Contractor has notified the Government that they are available.

C24.2 If the Contractor is unavailable for four or more consecutive hours, the Government reserves the right to release the Contractor from service. This release shall end the period of ordered service. Once released from service, availability and subsistence payments shall cease and no longer be paid under this order for service. The Contractor shall be entitled to claim flight time (only) for returning the aircraft to the base from which it was hired. The claim for the return flight time shall be promptly submitted as part of outstanding charges for the project.

MEASUREMENT AND PAYMENT

C25 Daily Availability

C25.1 When an order has been accepted, the Contractor is obligated to perform in accordance with the contract. Payment for services provided will be at the daily availability and/or flight rate(s) offered and as specified herein. The daily availability rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributable to actual flight. Availability is measured in full days (except as provided below for less than full days) for the daily period of time (maximum of 14 hours) scheduled by the CO or ordering unit's field representative and provided by the Contractor. Payment for availability will be made as actual services are provided and documented on invoice forms.

C25.2 Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit. In those incidents where there is unavailability, the invoice/AMD-23 will be annotated with two entries, one for

the hours of daily availability (AV) and one for the hours of unavailability (UA). The total of these two entries needs to equal 1.00.

C25.3 Services commencing after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day for purposes of daily availability payments. Availability and flight time commence from the time the Contractor leaves the base at which the aircraft was hired and ends when the aircraft returns to this same base. If the Contractor chooses not to return to this base immediately at the time of release, the aircraft will be considered released from the project and no further payments of any kind shall be due. No subsistence is paid on the last day of service.

C25.4 Days for project work that are for four (4) or fewer hours and the Contractor does not incur overnight expenses will result in payment of actual flight hours flown and no minimum daily availability payment applies.

C25.5 The Government will measure extended standby - pilot in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C25.1 Extended standby is not paid for an additional pilot when provided.

C25.6 Daily availability will not be measured for payment on the pilot's mandatory days off and no relief/additional pilot is provided. If the Government requests and the Contractor provides a relief pilot, availability will be measured and paid as specified herein.

C26 Flight Time

C26.1 The hourly flight rate should include direct operating costs that are attributable to actual flight of the aircraft.

C26.2 Measurement of Flight Time. Flight time will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours. See Exhibits for a conversion chart for converting minutes to hundredths.

C26.3 Payment for Flight Time. The Government does not guarantee any minimum or maximum number of flight hours during this contract. The Government will pay for all flights ordered by the CO or ordering unit's field representative and flown by the Contractor at the rates set forth in Section A.

C26.4 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management

SECTION C – CONTRACT TERMS AND CONDITIONS

(agency) inspection will be at the expense of the Contractor and will not be measured for payment except as provided under C3.4.2.

C26.5 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C27 Additional Pay Items (from Schedule of Items)

The Contractor may make claims for additional pay items as addressed herein. Each must be documented on the invoice for payment and be supported by invoice(s) and/or documents, as required below. The Government will not pay additional pay item claims submitted with incomplete or missing supporting documentation. *These items will be returned to the Contractor for resubmission with adequate support documents.*

C27.1 Subsistence Allowance. A subsistence allowance (lodging and means) may be claimed for each authorized crewmember for each overnight stay, including mandatory days off, when assigned to a base away from the Contractor's operating base.

C27.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

C27.1.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C27.1.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C27.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C27.1.3 During full days of service, unless the Government makes three meals available to the Contractor's employees, the

appropriate total rate for meals and incidental expenses will be paid.

C27.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be paid as stated above. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$39.00

Lodging: \$70.00

Total: \$109.00

HIGH RATE

For current FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates, Domestic.

C27.1.5 The Government is not contractually obligated to provide food/drinks/refreshments for Contractor employees at fire locations. Food/drink/refreshments are covered by Contractor or Government reimbursed subsistence allowances, as applicable. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing obligation to furnish at every site/location.

C27.2 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance regardless of the fuel source.

C27.3 Additional Pilot. The Government reserves the right to order an additional pilot on an intermittent basis to crew the aircraft. The additional pilot may be used to maximize the use of the aircraft, or to provide additional primary crew rest during periods of high fire/flight activity. The Contractor may decline to provide an additional pilot. The additional pilot is in addition to a relief pilot whose purpose is to provide coverage for primary pilot day(s) off.

C27.3.1 Contractor accepted orders for an additional pilot shall be paid at the daily rate contained in the Schedule of Items for all full days in which the additional pilot is available and service is provided as scheduled by the Government. The AMD-23 Flight Use Report shall be annotated with the additional pilot name, departure and arrival times, and dates service is provided. This information shall be documented on the Transportation Worksheet.

C27.3.2 3 An additional pilot arriving at the work location after 1200 hours on the first day of service or terminating before 1200 hours on the last day will be measured as one-half day for purposes of additional pilot payments. No more than one full day for both the first and last days will be paid for travel days regardless of the reason for a delay or location of actual hire for the pilot. On days when service is

SECTION C – CONTRACT TERMS AND CONDITIONS

unavailable, unavailability reductions will apply as provided under C25.2.

C27.3.3 Transportation costs for an additional pilot will be paid as specified below but may not exceed an amount any greater than what would have been incurred based upon departure and return from the Contractor's operating base to the work location.

C27.4 Transportation Costs Associated with Operating Away From the Contractor's Operating Base. When operating away from the Contractor's operating base, the Contractor is required to provide for transporting relief and/or additional pilot(s) when ordered and provided, unless otherwise directed by the Government. Prior to incurring costs for transportation, the Contractor must advise the ordering unit's field representative of the anticipated transportation costs. The Government reserves the right not to order or require relief and/or additional pilots because of the cost of transportation. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

-Relief Crew members. The complement must be the same as required in Section A.

-Maintenance personnel and equipment required to accomplish only scheduled maintenance, i.e. 100 hour inspections, etc.

-Additional Pilot(s). When ordered by the Government.

C27.4.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). *Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion and resubmission for payment.*

C27.4.2 Unless approved in advance by the CO, payment for relief pilot exchanges is limited to one round trip for one crew member (two crew members if a two pilot aircraft) once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C27.4.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 50.5 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the ordering unit's field representative, the expense for charter resources must not exceed reasonable costs by common

carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status, except as otherwise provided herein.

C27.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the Contractor's operating base may be paid at actual costs, when authorized in advance by the Government. Examples of such items are airport use costs (tie-downs, landing fees). *The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.*

C28 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

BILLING AND REPORTING REQUIREMENTS

C29 Billing Office

The contracting office shown on SF 1449 is the designated billing office for submission of invoices, unless the COR directs that a local office will become the designated billing office.

C30 Invoice Submissions

The Contractor must submit invoices every two weeks starting the first day services begin or upon conclusion of a project that is shorter duration than two weeks. Services provided must be shown on a daily basis.

C31 Aircraft Use Report

The Contractor, or Contractor's representative, and the Government must complete and sign an Aircraft Use Report, AMD-23 form. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 booklet. **Each Aircraft Use Report shall include documentation of the Government's resource order number or other information provided by the Government ordering office (see C17.2).** The Contractor may use the completed and signed Aircraft Use Reports as their invoice.

C32 Contract Pricing

Unit prices for daily availability, flight hours and extended standby will be in whole dollars. If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBITS

C34 The following exhibits are enclosed and made part of this solicitation:

Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- FS/AMD Drawing A-17

Section C

- Fixed Wing Fuel Consumption Chart
- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container.

The kit must be readily accessible to the pilot and passengers.

Item	Passenger Seats	Passenger Seats
	0-9	10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		

NOTE: Splints are recommended if space permits.

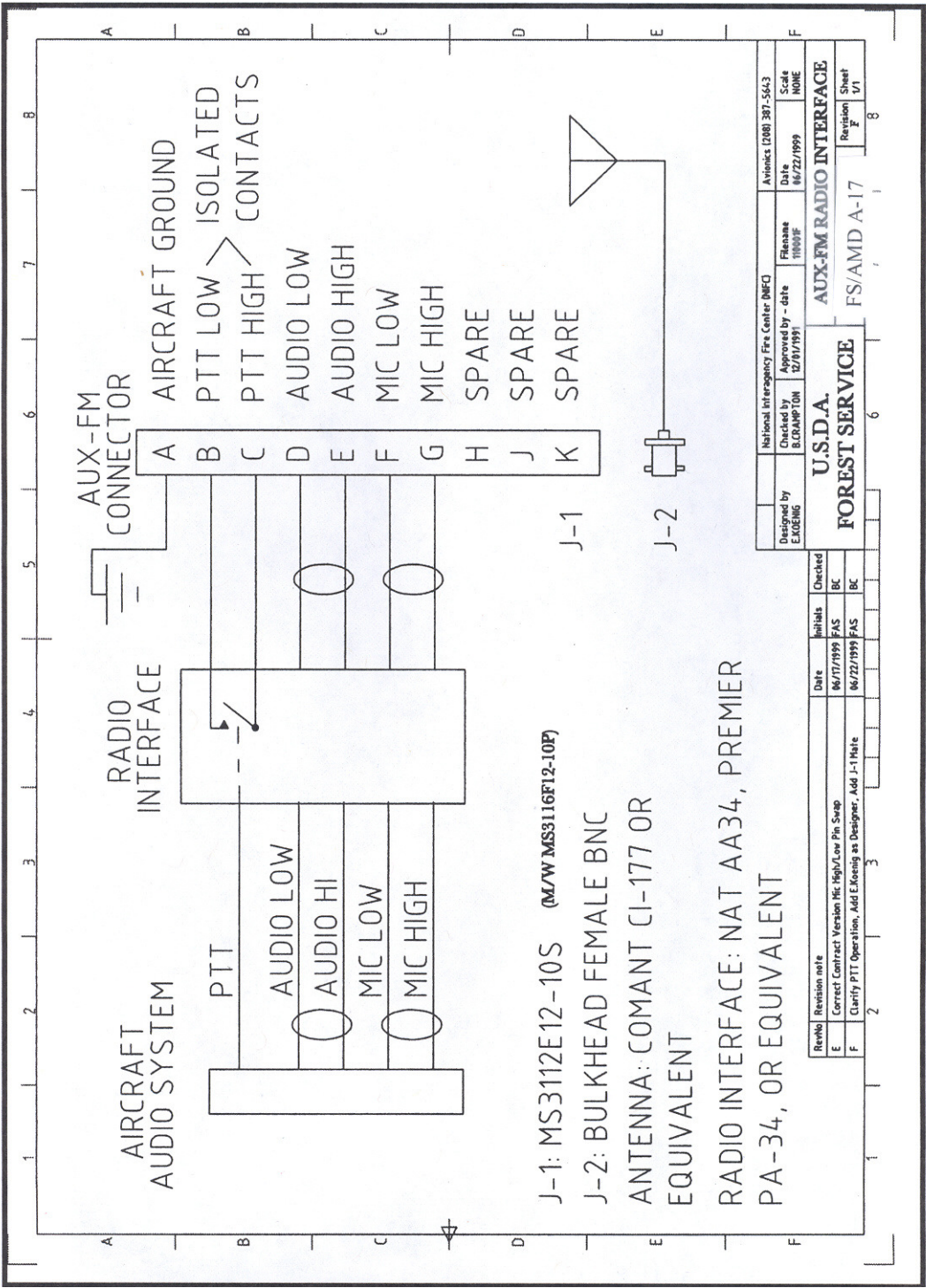
Minimum Aircraft Survival Kit Items

Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant: not required when operating over areas with adequate drinking water)
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

EXHIBIT

DRAWING FS/AMD A-17

Auxiliary FM Radio Interface



SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIXED WING FUEL CONSUMPTION CHART (page 1 of 2)

<u>BEECH</u>	
Baron 55/58.....	29
Baron 58P.....	35
18/45.....	35
King Air 90 (Series).....	70T
King Air 100.....	80T
King Air 200.....	93T
King Air 300.....	89T
Mentor T-34.....	14
Mini Liner 99.....	85T
Queen Air BE65.....	45
T-Bone B-50.....	45
Duke.....	38
Bonanza 33/35/36.....	14

<u>BELLANCA</u>	
Citabria/Scout.....	9

<u>BOEING</u>	
727.....	1000T

<u>BRITTEN-NORMAN</u>	
Islander.....	30

<u>CESSNA</u>	
L-19.....	11
172.....	9
180.....	14
182.....	12
182RG.....	14
185.....	16
188.....	12
205.....	16
206/207.....	16
T206/207.....	18
210.....	16
T210.....	18
T303.....	26
320.....	28
310.....	32
T310.....	34
337.....	24
T337.....	26
401.....	28
402.....	36
404.....	46
411.....	34
414.....	36
421.....	46
340.....	36
425.....	56T
441.....	52T
Citation I.....	140T
Citation II, III.....	160T
208 Caravan I.....	53T

<u>CONSOLIDATED</u>	
Convair 580/600.....	338T

<u>DE HAVILLAND</u>	
Beaver.....	30
DH-6 Twin Otter.....	95T

Beaver T.....	40T
DH-7.....	234T
DH-8.....	183T

<u>DORNIER</u>	
DO-228.....	100T

<u>DOUGLAS</u>	
DC-3.....	93
DC-9.....	700T

<u>EMBRAER</u>	
PW 115 (1600).....	159T

<u>FALCON</u>	
10.....	175T
20.....	240T
50.....	300T

<u>FAIRCHILD</u>	
Porter.....	44T
F-27.....	288T
SF 340.....	161T

<u>GRUMMAN</u>	
S2F.....	75
Goose.....	50
Goose T.....	80T
Mohawk.....	180T
Albatross.....	160
G-I.....	288T
G-II.....	529T
G-III.....	370T

<u>HELIO</u>	
Courier.....	20
Stallion.....	44T

<u>ISRAEL</u>	
1121/1123/1124.....	190T

<u>LOCKHEED</u>	
P-3/C-130/Electra 188.....	661T
Jetstar.....	374T

<u>LEAR JET</u>	
25.....	220T
35/36.....	185T
55.....	200T

<u>MAULE</u>	
M4-5.....	9
M7.....	13

<u>MITSUBISHI</u>	
MU-2.....	77T

<u>MOONEY</u>	
Exec.....	10

<u>NOMAD</u>	
22B/24A.....	53T

NORTH AMERICAN

AT-6.....	18
T-28.....	80

<u>PILATUS</u>	
PC12.....	65T

<u>PIPER</u>	
Super Cub PA-18.....	9
Pawnee PA-25.....	13
Arrow PA-28R.....	10
Cherokee PA-28-140/161.....	8
Cherokee 6 PA-32.....	14
Aztec PA-23.....	27
Comanche PA-24.....	15
Navajo PA-31.....	32
Cheyenne PA-31T.....	77T
Cheyenne II PA-42T.....	74T
Aerostar 600/601/602P/700P.....	33
Cheyenne III PA-42T.....	110T
Chieftan PA-31-350.....	34
Lance PA-32-300.....	16
Seneca II/III PA-34.....	20
Mojave PA-31P.....	39
Malibu PA-46.....	15
PA-42-1000 400LS.....	75T

<u>ROCKWELL</u> (Gulfstream/Twin Commander)	
680.....	40
500.....	34
690A/B.....	80T
Sabreliner.....	200T
560.....	33
840.....	65T
900.....	55T
1000.....	57T

<u>SWEARINGEN</u>	
Merlin II, III SA 226/7.....	78T

<u>SHORT</u>	
Skyvan.....	85T

<u>VOLPAR</u>	
TurboLiner.....	74T

CASA.....	95T
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Turbine DC-3.....	150T
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“T” after the gallons indicates turbine fuel, everything else is Avgas.

Source: “B and CA” Aircraft Guide and “Flying” Aircraft Guide.

CONFORMED CONTRACT – MODIFICATION 0001

CONTRACT NO. – SEE ATT CONTRACT INFORMATION 40

SOLICITATION NO. 8007-

SECTION C – CONTRACT TERMS AND CONDITIONS

(page 2 of 2)

**Economic Price Adjustment - Fuel
Calculation**

	100LL AVIATION GASOLINE		JET FUEL	
	Survey Taken 12/7/07	Survey Taken 6/30/08	Survey Taken 12/7/07	Survey Taken 6/30/08
SBD FBO Services, San Bernardino, CA (KSBD)*	\$5.00	\$6.19	\$4.43	\$6.23
Cutter Flying Service, Albuquerque, NM (KABQ)	\$6.06	\$6.84	\$5.30	\$6.67
Premier Aviation, Tucson, AZ (KTUS)	\$4.23	\$5.82	\$4.55	\$5.57
Sphere One Aviation, Cedar City, UT (KCDC)	\$4.35	\$6.15	\$4.59	\$6.39
Western Aircraft, Boise, ID (KBOI)	\$5.60	\$6.95	\$5.17	\$6.40
Edwards Jet Center, Billings, MT (KBIL)	\$4.40	\$5.20	\$4.35	\$6.15
West Star Aviation, Grand Junction, CO (KGJT)	\$4.90	\$5.95	\$5.48	\$7.10
Jet West, Reno, NV (KRNO)	\$5.25	\$5.99	\$5.84	\$6.15
Wings of Wenatchee, Wenatchee, WA (KEAT)	\$5.14	\$6.51	\$4.27	\$6.42

Average

Base Reference
\$4.99 \$6.18

Base Reference
\$4.89 \$6.34

Difference

\$1.19

\$1.46

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE
SERVICE CONTRACT ACT**

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- | <u>A. EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|--------------------------|----------------------|
| Aircraft Pilot, GS-11 | \$ 25.34 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 20 DATED 05/24/06

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$22.81

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 20

1. Health & Welfare: \$3.01 per hour or \$120.40 per week or \$521.73 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 20

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

EXHIBIT**UNAVAILABILITY CONVERSION CHART**

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

CONVERSION CHART - Minutes to Hundredths

Min	100th	Min	100th	Min	100th	Min	100th	Min	100th	Min	100th
1	0.02	11	0.18	21	0.35	31	0.52	41	0.68	51	0.85
2	0.03	12	0.20	22	0.37	32	0.53	42	0.70	52	0.87
3	0.05	13	0.22	23	0.38	33	0.55	43	0.72	53	0.88
4	0.07	14	0.23	24	0.40	34	0.57	44	0.73	54	0.90
5	0.08	15	0.25	25	0.42	35	0.58	45	0.75	55	0.92
6	0.10	16	0.27	26	0.43	36	0.60	46	0.77	56	0.93
7	0.12	17	0.28	27	0.45	37	0.62	47	0.78	57	0.95
8	0.13	18	0.30	28	0.47	38	0.63	48	0.80	58	0.97
9	0.15	19	0.32	29	0.48	39	0.65	49	0.82	59	0.98
10	0.17	20	0.33	30	0.50	40	0.67	50	0.83	60	1.00

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

EXHIBIT

TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual <u>necessary</u> and <u>reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) or additional pilot personnel to the alternate base prior to the exchange. <u>Claims must be supported by itemized invoices.</u>					
See contract clause "Transportation Costs Associated with Operating Away From the Contractor's Operating Base" for detailed information					
DATE			ALTERNATE BASE LOCATION		
Relief Exchange/Additional Pilot – Involved Crew Member(s)					
<input type="checkbox"/> Relief Pilot <input type="checkbox"/> Additional Pilot					
Name					
Scheduled Maintenance					
<input type="checkbox"/> Mechanic Name			<input type="checkbox"/> Other Name		
Maintenance Accomplished			Reason for providing additional maintenance support personnel		
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)					
Airline Transportation	Name				\$
Airline Transportation	Name				\$
Charter Aircraft	Invoice must include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time				\$
Rental Car					\$
Rental Car Fuel					\$
POV	Total Mileage	Rate	From	To	\$
Other (explain)					\$
					\$
					\$
					\$
					\$
Total ACTUAL Cost					\$
Yes, the Government field representative was notified of the anticipated cost for this transportation expense as detailed above					Date
Contractor Representative Signature					